

# SENATE BILL 529

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CF HB 247

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By: **Senators Simonaire, Getty, Jacobs, Ramirez, Raskin, Shank, and Stone**

Introduced and read first time: February 4, 2011

Assigned to: Judicial Proceedings

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Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 22, 2011

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## CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act – Modifications**

3 FOR the purpose of establishing that certain provisions of law relating to durable  
4 powers of attorney apply to all powers of attorney; altering the authority of an  
5 agent under certain statutory form powers of attorney; providing that certain  
6 powers shall be deemed to be included in certain forms executed during a  
7 certain period of time under certain circumstances; defining certain terms;  
8 altering a certain definition; providing for the application of certain provisions  
9 of this Act; and generally relating to powers of attorney.

10 BY repealing and reenacting, with amendments,  
11 Article – Estates and Trusts  
12 Section 17–101, 17–105, 17–109, 17–202, and 17–203  
13 Annotated Code of Maryland  
14 (2001 Replacement Volume and 2010 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
16 MARYLAND, That the Laws of Maryland read as follows:

17 **Article – Estates and Trusts**

18 17–101.

19 (a) In this title the following words have the meanings indicated.

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 (b) (1) “Agent” means a person granted authority to act for a principal  
2 under a power of attorney, whether denominated an agent, attorney-in-fact, or  
3 otherwise.

4 (2) “Agent” includes an original agent, coagent, successor agent, and a  
5 person to which an agent’s authority is delegated.

6 (c) “Incapacity” means the inability of an individual to manage property or  
7 business affairs because the individual:

8 (1) Meets the grounds required for the appointment of a guardian of  
9 the property of a disabled person described in § 13–201 of this article; or

10 (2) Is:

11 (i) Missing;

12 (ii) Detained, including incarcerated in a penal system; or

13 (iii) Outside the United States and unable to return.

14 (d) “Power of attorney” means a writing or other record that grants authority  
15 to an agent to act in the place of the principal, whether or not the term “power of  
16 attorney” is used.

17 (e) “Principal” means an individual who grants authority to an agent in a  
18 power of attorney.

19 **(F) “PROPERTY” INCLUDES BOTH REAL AND PERSONAL PROPERTY AND**  
20 **ANY RIGHT OR TITLE IN REAL OR PERSONAL PROPERTY, WHETHER HELD**  
21 **INDIVIDUALLY OR JOINTLY AND WHETHER INDIVISIBLE, BENEFICIAL,**  
22 **CONTINGENT, OR OF ANY OTHER NATURE.**

23 **[(f)] ~~(G)~~ (1)** “Statutory form power of attorney” means a power of  
24 attorney that is substantially in the same form as one of the powers of attorney set  
25 forth in Subtitle 2 of this title.

26 **(2) “STATUTORY FORM POWER OF ATTORNEY” DOES NOT**  
27 **INCLUDE A POWER OF ATTORNEY SET FORTH IN SUBTITLE 2 OF THIS TITLE IN**  
28 **WHICH A PRINCIPAL INCORPORATES BY REFERENCE ONE OR MORE PROVISIONS**  
29 **OF ANOTHER WRITING INTO THE SECTION OF THE POWER OF ATTORNEY**  
30 **ENTITLED “SPECIAL INSTRUCTIONS (OPTIONAL)”.**

31 **(H) (1) “STOCKS AND BONDS” MEANS EVIDENCE OF OWNERSHIP IN**  
32 **OR DEBT ISSUED BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY**  
33 **COMPANY, FIRM, ASSOCIATION, OR SIMILAR ENTITY.**

1           **(2) “STOCKS AND BONDS” INCLUDES STOCKS, BONDS,**  
2 **DEBENTURES, NOTES, MEMBERSHIP INTERESTS, MUTUAL FUND INTERESTS,**  
3 **MONEY MARKET ACCOUNT INTERESTS, VOTING TRUST CERTIFICATES,**  
4 **EQUIPMENT TRUST CERTIFICATES, CERTIFICATES OF DEPOSIT, CERTIFICATES**  
5 **OF PARTICIPATION, CERTIFICATES OF BENEFICIAL INTEREST, STOCK RIGHTS,**  
6 **STOCK WARRANTS, AND ANY OTHER INSTRUMENTS EVIDENCING RIGHTS OF A**  
7 **SIMILAR CHARACTER ISSUED BY OR IN CONNECTION WITH ANY CORPORATION,**  
8 **PARTNERSHIP, LIMITED LIABILITY COMPANY, FIRM, ASSOCIATION, OR SIMILAR**  
9 **ENTITY.**

10 17–105.

11           (a) In this section, “durable power of attorney” means a power of attorney by  
12 which a principal designates another as an attorney in fact or agent and the authority  
13 is exercisable notwithstanding the principal’s subsequent disability or incapacity.

14           **(B) THIS SECTION APPLIES TO ALL POWERS OF ATTORNEY.**

15           **[(b)] (C)** When a principal designates another as an attorney in fact or  
16 agent by a power of attorney in writing, it is a durable power of attorney unless  
17 otherwise provided by its terms.

18           **[(c)] (D)** Any act done by the attorney in fact or agent in accordance with  
19 the power of attorney during any period of disability or incompetence of the principal  
20 or during any period of uncertainty as to whether the principal is dead or alive has the  
21 same effect and inures to the benefit of and binds the principal as if the principal were  
22 alive, competent, and not disabled.

23           **[(d)] (E)** (1) If a guardian is appointed for the principal, the attorney in  
24 fact or agent shall account to the guardian rather than the principal.

25           (2) The guardian has the same power the principal would have but for  
26 the principal’s disability or incompetence to revoke, suspend, or terminate all or any  
27 part of the power of attorney or agency.

28 17–109.

29           (a) Except as provided in subsection (b) of this section, this title applies to all  
30 powers of attorney.

31           (b) **[This] EXCEPT AS PROVIDED IN § 17–105 OF THIS SUBTITLE, THIS**  
32 title does not apply to:

33           (1) A power that is coupled with an interest in the subject of the  
34 power, is given as security, or is given for consideration, regardless of whether the

1 power is held for the benefit of the agent or another person, including a power given to  
2 or for the benefit of a creditor in connection with a credit transaction;

3 (2) An advance directive appointing a health care agent under Title 5,  
4 Subtitle 6 of the Health – General Article or any other power to make health care  
5 decisions;

6 (3) A proxy or other delegation to exercise any right with respect to an  
7 entity, including voting rights or management rights or both, or a delegation of  
8 authority to execute, become a party to, or amend a document or agreement governing  
9 an entity or entity ownership interest;

10 (4) A power created on a form prescribed by a government or  
11 governmental subdivision, agency, or instrumentality for a governmental purpose;

12 (5) A power created as part of, or in connection with, an agreement  
13 establishing an attorney and client relationship;

14 (6) A power of attorney that states that it is not subject to this title;

15 (7) A power authorizing another to prepare, execute, deliver, submit,  
16 or file, on behalf of an entity or the governing body or management of an entity, a  
17 document or instrument with a government or governmental subdivision, agency, or  
18 instrumentality or with a third party;

19 (8) A power or other delegation of authority contained in a document  
20 or agreement governing or binding on an entity that authorizes a person to take action  
21 with respect to the entity; and

22 (9) A power with respect to an entity created in accordance with  
23 authorization provided by a federal or State statute that specifically contemplates  
24 creation of the power.

25 17–202.

26 “MARYLAND STATUTORY FORM

27 PERSONAL FINANCIAL POWER OF ATTORNEY

28 IMPORTANT INFORMATION AND WARNING

29 You should be very careful in deciding whether or not to sign this document. The  
30 powers granted by you (the principal) in this document are broad and sweeping. This  
31 power of attorney authorizes another person (your agent) to make decisions concerning  
32 your property for you (the principal). Your agent will be able to make decisions and act  
33 with respect to your property (including your money) whether or not you are able to  
34 act for yourself.

1 You should select someone you trust to serve as your agent. Unless you specify  
2 otherwise, generally the agent’s authority will continue until you die or revoke the  
3 power of attorney or the agent resigns or is unable to act for you.

4 You need not grant all of the powers listed below. If you choose to grant less than all of  
5 the listed powers, you may instead use a Maryland Statutory Form Limited Power of  
6 Attorney and mark on that Maryland Statutory Form Limited Power of Attorney  
7 which powers you intend to delegate to your attorney-in-fact (the Agent) and which  
8 you do not want the Agent to exercise.

9 This power of attorney becomes effective immediately unless you state otherwise in  
10 the Special Instructions.

11 You should obtain competent legal advice before you sign this power of attorney if you  
12 have any questions about the document or the authority you are granting to your  
13 agent.

14 DESIGNATION OF AGENT

15 I, \_\_\_\_\_,  
16 (Name of Principal)

17 Name the following person as my agent:

18 Name of Agent: \_\_\_\_\_

19 Agent’s Address: \_\_\_\_\_

20 Agent’s Telephone Number: \_\_\_\_\_

21 Designation of Successor Agent(s) (Optional)

22 If my agent is unable or unwilling to act for me, I name as my successor agent:

23 Name of Successor Agent: \_\_\_\_\_

24 Successor Agent’s  
25 Address: \_\_\_\_\_

26 Successor Agent’s  
27 Telephone Number: \_\_\_\_\_

28 If my successor agent is unable or unwilling to act for me, I name as my second  
29 successor agent:

30 Name of Second

1 Successor Agent: \_\_\_\_\_

2 Second Successor

3 Agent's Address: \_\_\_\_\_

4 Second Successor Agent's

5 Telephone Number: \_\_\_\_\_

6 GRANT OF GENERAL AUTHORITY

7 I ("the principal") grant my agent and any successor agent, with respect to each  
8 subject listed below, the authority to do all acts that I could do to:

9 (1) Contract with another person, on terms agreeable to the agent, to  
10 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,  
11 restate, release, or modify the contract or another contract made by or on behalf of the  
12 principal;

13 (2) Execute, acknowledge, seal, deliver, file, or record any instrument  
14 or communication the agent considers desirable to accomplish a purpose of a  
15 transaction;

16 (3) Seek on the principal's behalf the assistance of a court or other  
17 governmental agency to carry out an act authorized in this power of attorney;

18 (4) Initiate, participate in, submit to alternative dispute resolution,  
19 settle, oppose, or propose or accept a compromise with respect to a claim existing in  
20 favor of or against the principal or intervene in litigation relating to the claim;

21 (5) Engage, compensate, and discharge an attorney, accountant,  
22 discretionary investment manager, expert witness, or other advisor;

23 (6) Prepare, execute, and file a record, report, or other document to  
24 safeguard or promote the principal's interest under a statute or regulation and  
25 communicate with representatives or employees of a government or governmental  
26 subdivision, agency, or instrumentality, on behalf of the principal; and

27 (7) Do lawful acts with respect to the subject and all property related  
28 to the subject.

29 My agent's authority shall include the authority to act as stated below with regard to  
30 each of the following subjects:

31 SUBJECTS AND AUTHORITY

32 Real property – With respect to this subject, I authorize my agent to: demand, buy,  
33 sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or

1 otherwise acquire or reject an interest in real property or a right incident to real  
2 property; pledge or mortgage an interest in real property or right incident to real  
3 property as security to borrow money or pay, renew, or extend the time of payment of  
4 a debt of the principal or a debt guaranteed by the principal, including a reverse  
5 mortgage; release, assign, satisfy, or enforce by litigation or otherwise a mortgage,  
6 deed of trust, conditional sale contract, encumbrance, lien, or other claim to real  
7 property that exists or is asserted; and manage or conserve an interest in real property  
8 or a right incident to real property owned or claimed to be owned by the principal,  
9 including: (1) insuring against liability or casualty or other loss; (2) obtaining or  
10 regaining possession of or protecting the interest or right by litigation or otherwise; (3)  
11 paying, assessing, compromising, or contesting taxes or assessments or applying for  
12 and receiving refunds in connection with them; and (4) purchasing supplies, hiring  
13 assistance or labor, and making repairs or alterations to the real property.

14 Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and  
15 exchange stocks and bonds; establish, continue, modify, or terminate an account with  
16 respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew,  
17 or extend the time of payment of a debt of the principal; receive certificates and other  
18 evidences of ownership with respect to stocks and bonds; exercise voting rights with  
19 respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent  
20 to limitations on the right to vote.

21 Banks and other financial institutions – With respect to this subject, I authorize my  
22 agent to: continue, modify, **TRANSACT ALL BUSINESS IN CONNECTION WITH**, and  
23 terminate an account or other banking arrangement made by or on behalf of the  
24 principal; establish, modify, **TRANSACT ALL BUSINESS IN CONNECTION WITH**, and  
25 terminate an account or other banking arrangement with a bank, trust company,  
26 savings and loan association, credit union, thrift company, brokerage firm, or other  
27 financial institution selected by the agent; contract for services available from a  
28 financial institution, including renting a safe deposit box or space in a vault;  
29 **DEPOSIT, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS TRANSFER, OR**  
30 **OTHERWISE WITH, OR LEAVE IN THE CUSTODY OF, A FINANCIAL INSTITUTION**  
31 **MONEY OR PROPERTY OF THE PRINCIPAL**; withdraw, by check, money order,  
32 electronic funds transfer, or otherwise, money or property of the principal deposited  
33 with or left in the custody of a financial institution; receive statements of account,  
34 vouchers, notices, and similar documents from a financial institution and act with  
35 respect to them; enter a safe deposit box or vault and withdraw or add to the contents;  
36 borrow money and pledge as security personal property of the principal necessary to  
37 borrow money or pay, renew, or extend the time of payment of a debt of the principal  
38 or a debt guaranteed by the principal; make, assign, draw, endorse, discount,  
39 guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or  
40 nonnegotiable paper of the principal or payable to the principal or the principal's  
41 order, transfer money, receive the cash or other proceeds of those transactions; and  
42 apply for, receive, and use credit cards and debit cards, electronic transaction  
43 authorizations, and traveler's checks from a financial institution.

1 Insurance and annuities – With respect to this subject, I authorize my agent to:  
2 continue, pay the premium or make a contribution on, modify, exchange, rescind,  
3 release, or terminate a contract procured by or on behalf of the principal that insures  
4 or provides an annuity to either the principal or another person, whether or not the  
5 principal is a beneficiary under the contract; procure new, different, and additional  
6 contracts of insurance and annuities for the principal and select the amount, type of  
7 insurance or annuity, and mode of payment; pay the premium or make a contribution  
8 on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity  
9 procured by the agent; apply for and receive a loan secured by a contract of insurance  
10 or annuity; surrender and receive the cash surrender value on a contract of insurance  
11 or annuity; exercise an election; exercise investment powers available under a contract  
12 of insurance or annuity; change the manner of paying premiums on a contract of  
13 insurance or annuity; change or convert the type of insurance or annuity with respect  
14 to which the principal has or claims to have authority described in this section; apply  
15 for and procure a benefit or assistance under a statute or regulation to guarantee or  
16 pay premiums of a contract of insurance on the life of the principal; collect, sell, assign,  
17 hypothecate, borrow against, or pledge the interest of the principal in a contract of  
18 insurance or annuity; select the form and timing of the payment of proceeds from a  
19 contract of insurance or annuity; pay, from proceeds or otherwise, compromise or  
20 contest, and apply for refunds in connection with a tax or assessment levied by a  
21 taxing authority with respect to a contract of insurance or annuity or the proceeds or  
22 liability from the contract of insurance or annuity accruing by reason of the tax or  
23 assessment.

24 Claims and litigation – With respect to this subject, I authorize my agent to: assert  
25 and maintain before a court or administrative agency a claim, claim for relief, cause of  
26 action, counterclaim, offset, recoupment, or defense, including an action to recover  
27 property or other thing of value, recover damages sustained by the principal, eliminate  
28 or modify tax liability, or seek an injunction, specific performance, or other relief; act  
29 for the principal with respect to bankruptcy or insolvency, whether voluntary or  
30 involuntary, concerning the principal or some other person, or with respect to a  
31 reorganization, receivership, or application for the appointment of a receiver or trustee  
32 that affects an interest of the principal in property or other thing of value; pay a  
33 judgment, award, or order against the principal or a settlement made in connection  
34 with a claim or litigation; and receive money or other thing of value paid in settlement  
35 of or as proceeds of a claim or litigation.

36 Benefits from governmental programs or civil or military service (including any  
37 benefit, program, or assistance provided under a statute or regulation including Social  
38 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent  
39 to: execute vouchers in the name of the principal for allowances and reimbursements  
40 payable by the United States or a foreign government or by a state or subdivision of a  
41 state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue,  
42 on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of  
43 the principal for a benefit or assistance, financial or otherwise, to which the principal  
44 may be entitled under a statute or regulation; initiate, participate in, submit to  
45 alternative dispute resolution, settle, oppose, or propose or accept a compromise with

1 respect to litigation concerning a benefit or assistance the principal may be entitled to  
2 receive under a statute or regulation; and receive the financial proceeds of a claim  
3 described above and conserve, invest, disburse, or use for a lawful purpose anything so  
4 received.

5 Retirement plans (including a plan or account created by an employer, the principal,  
6 or another individual to provide retirement benefits or deferred compensation of which  
7 the principal is a participant, beneficiary, or owner, including a plan or account under  
8 the following sections of the Internal Revenue Code: (1) an individual retirement  
9 account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth  
10 individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. §  
11 408A; (3) a deemed individual retirement account under Internal Revenue Code  
12 Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account  
13 under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension,  
14 profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue  
15 Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code  
16 Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan  
17 under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – With respect to this  
18 subject, I authorize my agent to: select the form and timing of payments under a  
19 retirement plan and withdraw benefits from a plan; make a rollover, including a direct  
20 trustee-to-trustee rollover, of benefits from one retirement plan to another; establish  
21 a retirement plan in the principal’s name; make contributions to a retirement plan;  
22 exercise investment powers available under a retirement plan; borrow from, sell assets  
23 to, or purchase assets from a retirement plan.

24 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file  
25 federal, state, local, and foreign income, gift, payroll, property, federal insurance  
26 contributions act, and other tax returns, claims for refunds, requests for extension of  
27 time, petitions regarding tax matters, and other tax-related documents, including  
28 receipts, offers, waivers, consents, including consents and agreements under Internal  
29 Revenue Code Section 2032(a), 26 U.S.C. § 2032(a), closing agreements, and other  
30 powers of attorney required by the Internal Revenue Service or other taxing authority  
31 with respect to a tax year on which the statute of limitations has not run and the  
32 following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential  
33 information, and contest deficiencies determined by the Internal Revenue Service or  
34 other taxing authority; exercise elections available to the principal under federal,  
35 state, local, or foreign tax law; and act for the principal in all tax matters for all  
36 periods before the Internal Revenue Service, or other taxing authority.

37 SPECIAL INSTRUCTIONS (OPTIONAL)

38 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_

EFFECTIVE DATE

5 This power of attorney is effective immediately unless I have stated otherwise in the  
6 Special Instructions.

TERMINATION DATE (OPTIONAL)

8 This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_.  
9 (Use a specific calendar date)

NOMINATION OF GUARDIAN (OPTIONAL)

11 If it becomes necessary for a court to appoint a guardian of my estate or guardian of  
12 my person, I nominate the following person(s) for appointment:

13 Name of nominee for guardian of my property:  
14 ( ) My agent (or successor agent) named above

15 or

16 \_\_\_\_\_  
 17 Nominee's address: \_\_\_\_\_  
 18 Nominee's telephone number: \_\_\_\_\_

19 Name of nominee for guardian of my person:  
20 ( ) My agent (or successor agent) named above

21 or

22 \_\_\_\_\_  
 23 Nominee's address: \_\_\_\_\_  
 24 Nominee's telephone number: \_\_\_\_\_

SIGNATURE AND ACKNOWLEDGMENT

26 \_\_\_\_\_  
 27 Your Signature \_\_\_\_\_  
Date

28 \_\_\_\_\_  
29 Your Name Printed

30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 Your Address

1 \_\_\_\_\_  
2 Your Telephone Number

3 STATE OF MARYLAND  
4 (COUNTY) OF \_\_\_\_\_

5 This document was acknowledged before me on  
6 \_\_\_\_\_,  
7 (Date)

8 By \_\_\_\_\_ to be his/her act.  
9 (Name of Principal)

10 \_\_\_\_\_ (SEAL, IF ANY)  
11 Signature of Notary  
12 My commission expires: \_\_\_\_\_

13 WITNESS ATTESTATION

14 The foregoing power of attorney was, on the date written above, published and  
15 declared by

16 \_\_\_\_\_  
17 (Name of Principal)

18 in our presence to be his/her power of attorney. We, in his/her presence and at his/her  
19 request, and in the presence of each other, have attested to the same and have signed  
20 our names as attesting witnesses.

21 \_\_\_\_\_  
22 Witness #1 Signature

23 \_\_\_\_\_  
24 Witness #1 Name Printed

25 \_\_\_\_\_  
26 \_\_\_\_\_

27 Witness #1 Address

28 \_\_\_\_\_  
29 Witness #1 Telephone Number

30 \_\_\_\_\_  
31 Witness #2 Signature

32 \_\_\_\_\_  
33 Witness #2 Name Printed

34 \_\_\_\_\_  
35 \_\_\_\_\_

36 Witness #2 Address

1 \_\_\_\_\_  
2 Witness #2 Telephone Number”

3 17–203.

4 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

5 PLEASE READ CAREFULLY

6 This power of attorney authorizes another person (your agent) to make decisions  
7 concerning your property for you (the principal). You need not give to your agent all  
8 the authorities listed below and may give the agent only those limited powers that you  
9 specifically indicate. This power of attorney gives your agent the right to make limited  
10 decisions for you. You should very carefully weigh your decision as to what powers you  
11 give your agent. Your agent will be able to make decisions and act with respect to your  
12 property (including your money) whether or not you are able to act for yourself.

13 If you choose to make a grant of limited authority, you should check the boxes that  
14 identify the specific authorization you choose to give your agent.

15 This power of attorney does not authorize the agent to make health care decisions for  
16 you.

17 You should select someone you trust to serve as your agent. Unless you specify  
18 otherwise, generally the agent’s authority will continue until you die or revoke the  
19 power of attorney or the agent resigns or is unable to act for you.

20 Your agent is not entitled to compensation unless you indicate otherwise in the special  
21 instructions of this power of attorney. If you indicate that your agent is to receive  
22 compensation, your agent is entitled to reasonable compensation or compensation as  
23 specified in the Special Instructions.

24 This form provides for designation of one agent. If you wish to name more than one  
25 agent you may name a coagent in the Special Instructions. Coagents are not required  
26 to act together unless you include that requirement in the Special Instructions.

27 If your agent is unavailable or unwilling to act for you, your power of attorney will end  
28 unless you have named a successor agent. You may also name a second successor  
29 agent.

30 This power of attorney becomes effective immediately unless you state otherwise in  
31 the Special Instructions.

32 If you have questions about the power of attorney or the authority you are granting to  
33 your agent, you should seek legal advice before signing this form.

34 DESIGNATION OF AGENT

1 I, \_\_\_\_\_, name the following person  
2 (Name of Principal)  
3 as my agent:

4 Name of  
5 Agent: \_\_\_\_\_  
6 Agent's  
7 Address: \_\_\_\_\_  
8 Agent's Telephone  
9 Number: \_\_\_\_\_

10 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

11 If my agent is unable or unwilling to act for me, I name as my successor agent:

12 Name of Successor Agent: \_\_\_\_\_  
13 Successor Agent's  
14 Address: \_\_\_\_\_  
15 Successor Agent's Telephone Number: \_\_\_\_\_

16 If my successor agent is unable or unwilling to act for me, I name as my second  
17 successor agent:

18 Name of Second Successor  
19 Agent: \_\_\_\_\_  
20 Second Successor Agent's  
21 Address: \_\_\_\_\_  
22 Second Successor Agent's Telephone Number: \_\_\_\_\_

23 GRANT OF GENERAL AUTHORITY

24 I ("the principal") grant my agent and any successor agent, with respect to each  
25 subject that I choose below, the authority to do all acts that I could do to:

26 (1) Demand, receive, and obtain by litigation or otherwise, money or  
27 another thing of value to which the principal is, may become, or claims to be entitled,  
28 and conserve, invest, disburse, or use anything so received or obtained for the  
29 purposes intended;

30 (2) Contract with another person, on terms agreeable to the agent, to  
31 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,  
32 restate, release, or modify the contract or another contract made by or on behalf of the  
33 principal;

34 (3) Execute, acknowledge, seal, deliver, file, or record any instrument  
35 or communication the agent considers desirable to accomplish a purpose of a

1 transaction, including creating a schedule contemporaneously or at a later time listing  
2 some or all of the principal's property and attaching the schedule to this power of  
3 attorney;

4 (4) Initiate, participate in, submit to alternative dispute resolution,  
5 settle, oppose, or propose or accept a compromise with respect to a claim existing in  
6 favor of or against the principal or intervene in litigation relating to the claim;

7 (5) Seek on the principal's behalf the assistance of a court or other  
8 governmental agency to carry out an act authorized in this power of attorney;

9 (6) Engage, compensate, and discharge an attorney, accountant,  
10 discretionary investment manager, expert witness, or other advisor;

11 (7) Prepare, execute, and file a record, report, or other document to  
12 safeguard or promote the principal's interest under a statute or regulation;

13 (8) Communicate with representatives or employees of a government  
14 or governmental subdivision, agency, or instrumentality, on behalf of the principal;

15 (9) Access communications intended for, and communicate on behalf of  
16 the principal, whether by mail, electronic transmission, telephone, or other means;  
17 and

18 (10) Do lawful acts with respect to the subject and all property related  
19 to the subject.

20 (INITIAL each authority in any subject you want to include in the agent's general  
21 authority. Cross through each authority in any subject that you want to exclude. If you  
22 wish to grant general authority over an entire subject, you may initial "All of the  
23 above" instead of initialing each authority.)

## 24 SUBJECTS AND AUTHORITY

25 A. Real Property – With respect to this category, I authorize my agent to:

26 ( ) Demand, buy, lease, receive, accept as a gift or as security for an  
27 extension of credit, or otherwise acquire or reject an interest in real property or a right  
28 incident to real property

29 ( ) Sell, exchange, convey with or without covenants, representations,  
30 or warranties, quitclaim, release, surrender, retain title for security, encumber,  
31 partition, consent to partitioning, subject to an easement or covenant, subdivide, apply  
32 for zoning or other governmental permits, plat or consent to platting, develop, grant  
33 an option concerning, lease, sublease, contribute to an entity in exchange for an  
34 interest in that entity, or otherwise grant or dispose of an interest in real property or a  
35 right incident to real property

1           ( ) Pledge or mortgage an interest in real property or right incident to  
2 real property as security to borrow money or pay, renew, or extend the time of  
3 payment of a debt of the principal or a debt guaranteed by the principal, including a  
4 reverse mortgage

5           ( ) Release, assign, satisfy, or enforce by litigation or otherwise a  
6 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to  
7 real property that exists or is asserted

8           ( ) Manage or conserve an interest in real property or a right incident  
9 to real property owned or claimed to be owned by the principal, including:

10                   (1)    Insuring against liability or casualty or other loss;

11                   (2)    Obtaining or regaining possession of or protecting the  
12 interest or right by litigation or otherwise;

13                   (3)    Paying, assessing, compromising, or contesting taxes or  
14 assessments or applying for and receiving refunds in connection with them; and

15                   (4)    Purchasing supplies, hiring assistance or labor, and making  
16 repairs or alterations to the real property

17           ( ) Use, develop, alter, replace, remove, erect, or install structures or  
18 other improvements on real property in or incident to which the principal has, or  
19 claims to have, an interest or right

20           ( ) Participate in a reorganization with respect to real property or an  
21 entity that owns an interest in or a right incident to real property and receive, hold,  
22 and act with respect to stocks and bonds or other property received in a plan of  
23 reorganization, including:

24                   (1)    Selling or otherwise disposing of the stocks and bonds or  
25 other property;

26                   (2)    Exercising or selling an option, a right of conversion, or a  
27 similar right with respect to the stocks and bonds or other property; and

28                   (3)    Exercising voting rights in person or by proxy

29           ( ) Change the form of title of an interest in or a right incident to real  
30 property

31           ( ) Dedicate to public use, with or without consideration, easements or  
32 other real property in which the principal has, or claims to have, an interest

1            All of the above

2           B.     Tangible Personal Property – With respect to this subject, I authorize my  
3 agent to:

4            Demand, buy, receive, accept as a gift or as security for an  
5 extension of credit, or otherwise acquire or reject ownership or possession of tangible  
6 personal property or an interest in tangible personal property

7            Sell, exchange, convey with or without covenants, representations,  
8 or warranties, quitclaim, release, surrender, create a security interest in, grant  
9 options concerning, lease, sublease, or otherwise dispose of tangible personal property  
10 or an interest in tangible personal property

11            Grant a security interest in tangible personal property or an  
12 interest in tangible personal property as security to borrow money or pay, renew, or  
13 extend the time of payment of a debt of the principal or a debt guaranteed by the  
14 principal

15            Release, assign, satisfy, or enforce by litigation or otherwise, a  
16 security interest, lien, or other claim on behalf of the principal, with respect to  
17 tangible personal property or an interest in tangible personal property

18            Manage or conserve tangible personal property or an interest in  
19 tangible personal property on behalf of the principal, including:

20                   (1)     Insuring against liability or casualty or other loss;

21                   (2)     Obtaining or regaining possession of or protecting the  
22 property or interest, by litigation or otherwise;

23                   (3)     Paying, assessing, compromising, or contesting taxes or  
24 assessments or applying for and receiving refunds in connection with taxes or  
25 assessments;

26                   (4)     Moving the property from place to place;

27                   (5)     Storing the property for hire or on a gratuitous bailment;  
28 and

29                   (6)     Using and making repairs, alterations, or improvements to  
30 the property

31            Change the form of title of an interest in tangible personal  
32 property

33            All of the above

1 C. Stocks and Bonds – With respect to this subject, I authorize my agent to:

2  Buy, sell, and exchange stocks and bonds

3  Establish, continue, modify, or terminate an account with respect  
4 to stocks and bonds

5  Pledge stocks and bonds as security to borrow, pay, renew, or  
6 extend the time of payment of a debt of the principal

7  Receive certificates and other evidences of ownership with respect  
8 to stocks and bonds

9  Exercise voting rights with respect to stocks and bonds in person or  
10 by proxy, enter into voting trusts, and consent to limitations on the right to vote

11  All of the above

12 D. Commodities – With respect to this subject, I authorize my agent to:

13  Buy, sell, exchange, assign, settle, and exercise commodity futures  
14 contracts and call or put options on stocks or stock indexes traded on a regulated  
15 option exchange

16  Establish, continue, modify, and terminate option accounts

17  All of the above

18 E. Banks and Other Financial Institutions – With respect to this subject, I  
19 authorize my agent to:

20  Continue, modify, **TRANSACT ALL BUSINESS IN CONNECTION**  
21 **WITH**, and terminate an account or other banking arrangement made by or on behalf  
22 of the principal

23  Establish, modify, **TRANSACT ALL BUSINESS IN CONNECTION**  
24 **WITH**, and terminate an account or other banking arrangement with a bank, trust  
25 company, savings and loan association, credit union, thrift company, brokerage firm,  
26 or other financial institution selected by the agent

27  Contract for services available from a financial institution,  
28 including renting a safe deposit box or space in a vault

1             **DEPOSIT, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS**  
2 **TRANSFER, OR OTHERWISE, WITH, OR LEAVE IN THE CUSTODY OF, A FINANCIAL**  
3 **INSTITUTION MONEY OR PROPERTY OF THE PRINCIPAL**

4             Withdraw, by check, money order, electronic funds transfer, or  
5 otherwise, money or property of the principal deposited with or left in the custody of a  
6 financial institution

7             Receive statements of account, vouchers, notices, and similar  
8 documents from a financial institution and act with respect to them

9             Enter a safe deposit box or vault and withdraw or add to the  
10 contents

11            Borrow money and pledge as security personal property of the  
12 principal necessary to borrow money or pay, renew, or extend the time of payment of a  
13 debt of the principal or a debt guaranteed by the principal

14            Make, assign, draw, endorse, discount, guarantee, and negotiate  
15 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the  
16 principal or payable to the principal or the principal's order, transfer money, receive  
17 the cash or other proceeds of those transactions, and accept a draft drawn by a person  
18 on the principal and pay the draft when due

19            Receive for the principal and act on a sight draft, warehouse  
20 receipt, other document of title whether tangible or electronic, or other negotiable or  
21 nonnegotiable instrument

22            Apply for, receive, and use letters of credit, credit cards and debit  
23 cards, electronic transaction authorizations, and traveler's checks from a financial  
24 institution and give an indemnity or other agreement in connection with letters of  
25 credit

26            Consent to an extension of the time of payment with respect to  
27 commercial paper or a financial transaction with a financial institution

28            All of the above

29           F.    Operation of an Entity or a Business – With respect to this subject, I  
30 authorize my agent to:

31            Operate, buy, sell, enlarge, reduce, or terminate an ownership  
32 interest

33            Perform a duty or discharge a liability and exercise in person or by  
34 proxy a right, power, privilege, or an option that the principal has, may have, or claims  
35 to have

1           ( ) Enforce the terms of an ownership agreement

2           ( ) Initiate, participate in, submit to alternative dispute resolution,  
3 settle, oppose, or propose or accept a compromise with respect to litigation to which  
4 the principal is a party because of an ownership interest

5           ( ) Exercise in person or by proxy, or enforce by litigation or  
6 otherwise, a right, power, privilege, or an option the principal has or claims to have as  
7 the holder of stocks and bonds

8           ( ) Initiate, participate in, submit to alternative dispute resolution,  
9 settle, oppose, or propose or accept a compromise with respect to litigation to which  
10 the principal is a party concerning stocks and bonds

11           ( ) With respect to an entity or business owned solely by the principal:

12                   (1) Continue, modify, renegotiate, extend, and terminate a  
13 contract made by or on behalf of the principal with respect to the entity or business  
14 before execution of this power of attorney;

15                   (2) Determine:

16                           (i) The location of the operation of the entity or business;

17                           (ii) The nature and extent of the business of the entity or  
18 business;

19                           (iii) The methods of manufacturing, selling,  
20 merchandising, financing, accounting, and advertising employed in the operation of  
21 the entity or business;

22                           (iv) The amount and types of insurance carried by the  
23 entity or business; and

24                           (v) The mode of engaging, compensating, and dealing  
25 with the employees and accountants, attorneys, or other advisors of the entity or  
26 business;

27                   (3) Change the name or form of organization under which the  
28 entity or business is operated and enter into an ownership agreement with other  
29 persons to take over all or part of the operation of the entity or business; and

30                   (4) Demand and receive money due or claimed by the principal  
31 or on the principal's behalf in the operation of the entity or business and control and  
32 disburse the money in the operation of the entity or business

1             Put additional capital into an entity or a business in which the  
2 principal has an interest

3             Join in a plan of reorganization, consolidation, conversion,  
4 domestication, or merger of the entity or business

5             Sell or liquidate all or part of an entity or business

6             Establish the value of an entity or a business under a buyout  
7 agreement to which the principal is a party

8             Prepare, sign, file, and deliver reports, compilations of information,  
9 returns, or other papers with respect to an entity or business and make related  
10 payments

11             Pay, compromise, or contest taxes, assessments, fines, or penalties  
12 and perform other acts to protect the principal from illegal or unnecessary taxation,  
13 assessments, fines, or penalties, with respect to an entity or a business, including  
14 attempts to recover, as permitted by law, money paid before or after the execution of  
15 this power of attorney

16             All of the above

17            G.     Insurance and Annuities – With respect to this subject, I authorize my  
18 agent to:

19             Continue, pay the premium or make a contribution on, modify,  
20 exchange, rescind, release, or terminate a contract procured by or on behalf of the  
21 principal that insures or provides an annuity to either the principal or another person,  
22 whether or not the principal is a beneficiary under the contract

23             Procure new, different, and additional contracts of insurance and  
24 annuities for the principal and the principal's spouse, children, and other dependents,  
25 and select the amount, type of insurance or annuity, and mode of payment

26             Pay the premium or make a contribution on, modify, exchange,  
27 rescind, release, or terminate a contract of insurance or annuity procured by the agent

28             Apply for and receive a loan secured by a contract of insurance or  
29 annuity

30             Surrender and receive the cash surrender value on a contract of  
31 insurance or annuity

32             Exercise an election

1             Exercise investment powers available under a contract of  
2 insurance or annuity

3             Change the manner of paying premiums on a contract of insurance  
4 or annuity

5             Change or convert the type of insurance or annuity with respect to  
6 which the principal has or claims to have authority described in this section

7             Apply for and procure a benefit or assistance under a statute or  
8 regulation to guarantee or pay premiums of a contract of insurance on the life of the  
9 principal

10            Collect, sell, assign, hypothecate, borrow against, or pledge the  
11 interest of the principal in a contract of insurance or annuity

12            Select the form and timing of the payment of proceeds from a  
13 contract of insurance or annuity

14            Pay, from proceeds or otherwise, compromise or contest, and apply  
15 for refunds in connection with a tax or assessment levied by a taxing authority with  
16 respect to a contract of insurance or annuity or the proceeds or liability from the  
17 contract of insurance or annuity accruing by reason of the tax or assessment

18            All of the above

19           H.     Estates, Trusts, and Other Beneficial Interests (including trusts, probate  
20 estates, guardianships, conservatorships, escrows, or custodianships or funds from  
21 which the principal is, may become, or claims to be entitled to a share or payment)  
22 – With respect to this subject, I authorize my agent to:

23            Accept, receive, receipt for, sell, assign, pledge, or exchange a share  
24 in or payment from the fund described above

25            Demand or obtain money or another thing of value to which the  
26 principal is, may become, or claims to be entitled by reason of the fund described  
27 above, by litigation or otherwise

28            Exercise for the benefit of the principal a presently exercisable  
29 general power of appointment held by the principal

30            Initiate, participate in, submit to alternative dispute resolution,  
31 settle, oppose, or propose or accept a compromise with respect to litigation to ascertain  
32 the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument  
33 or transaction affecting the interest of the principal

1             Initiate, participate in, submit to alternative dispute resolution,  
2 settle, oppose, or propose or accept a compromise with respect to litigation to remove,  
3 substitute, or surcharge a fiduciary

4             Conserve, invest, disburse, or use anything received for an  
5 authorized purpose

6             Transfer an interest of the principal in real property, stocks and  
7 bonds, accounts with financial institutions or securities intermediaries, insurance,  
8 annuities, and other property to the trustee of a revocable trust created by the  
9 principal as settlor

10            Reject, renounce, disclaim, release, or consent to a reduction in or  
11 modification of a share in or payment from the fund described above

12            All of the above

13           I.        Claims and Litigation – With respect to this subject, I authorize my agent  
14 to:

15            Assert and maintain before a court or administrative agency a  
16 claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense,  
17 including an action to recover property or other thing of value, recover damages  
18 sustained by the principal, eliminate or modify tax liability, or seek an injunction,  
19 specific performance, or other relief

20            Bring an action to determine adverse claims or intervene or  
21 otherwise participate in litigation

22            Seek an attachment, garnishment, order of arrest, or other  
23 preliminary, provisional, or intermediate relief and use an available procedure to  
24 effect or satisfy a judgment, order, or decree

25            Make or accept a tender, offer of judgment, or admission of facts,  
26 submit a controversy on an agreed statement of facts, consent to examination, and  
27 bind the principal in litigation

28            Submit to alternative dispute resolution, settle, and propose or  
29 accept a compromise

30            Waive the issuance and service of process on the principal, accept  
31 service of process, appear for the principal, designate persons on which process  
32 directed to the principal may be served, execute and file or deliver stipulations on the  
33 principal's behalf, verify pleadings, seek appellate review, procure and give surety and  
34 indemnity bonds, contract and pay for the preparation and printing of records and  
35 briefs, receive, execute, and file or deliver a consent, waiver, release, confession of

1 judgment, satisfaction of judgment, notice, agreement, or other instrument in  
2 connection with the prosecution, settlement, or defense of a claim or litigation

3  Act for the principal with respect to bankruptcy or insolvency,  
4 whether voluntary or involuntary, concerning the principal or some other person, or  
5 with respect to a reorganization, receivership, or application for the appointment of a  
6 receiver or trustee that affects an interest of the principal in property or other thing of  
7 value

8  Pay a judgment, award, or order against the principal or a  
9 settlement made in connection with a claim or litigation

10  Receive money or other thing of value paid in settlement of or as  
11 proceeds of a claim or litigation

12  All of the above

13 J. Personal and Family Maintenance – With respect to this subject, I  
14 authorize my agent to:

15  Perform the acts necessary to maintain the customary standard of  
16 living of the principal, the principal's spouse, and the following individuals, whether  
17 living when this power of attorney is executed or later born:

18 (1) The principal's children;

19 (2) Other individuals legally entitled to be supported by the  
20 principal; and

21 (3) The individuals whom the principal has customarily  
22 supported or indicated the intent to support;

23  Make periodic payments of child support and other family  
24 maintenance required by a court or governmental agency or an agreement to which  
25 the principal is a party

26  Provide living quarters for the individuals described above by:

27 (1) Purchase, lease, or other contract; or

28 (2) Paying the operating costs, including interest, amortization  
29 payments, repairs, improvements, and taxes, for premises owned by the principal or  
30 occupied by those individuals

31  Provide normal domestic help, usual vacations and travel  
32 expenses, and funds for shelter, clothing, food, appropriate education, including

1 postsecondary and vocational education, and other current living costs for the  
2 individuals described above

3  Pay expenses for necessary health care and custodial care on  
4 behalf of the individuals described above

5  Act as the principal's personal representative in accordance with  
6 the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the  
7 Social Security Act, 42 U.S.C. § 1320D, and applicable regulations in making decisions  
8 related to the past, present, or future payment for the provision of health care  
9 consented to by the principal or anyone authorized under the law of this State to  
10 consent to health care on behalf of the principal

11  Continue provisions made by the principal for automobiles or other  
12 means of transportation, including registering, licensing, insuring, and replacing the  
13 means of transportation, for the individuals described above

14  Maintain credit and debit accounts for the convenience of the  
15 individuals described above and open new accounts

16  Continue payments incidental to the membership or affiliation of  
17 the principal in a religious institution, club, society, order, or other organization or to  
18 continue contributions to those organizations

19 (NOTE: Authority with respect to personal and family maintenance is neither  
20 dependent on, nor limited by, authority that an agent may or may not have with  
21 respect to gifts under this power of attorney.)

22  All of the above

23 K. Benefits from Governmental Programs or Civil or Military Service  
24 (including any benefit, program, or assistance provided under a statute or regulation  
25 including Social Security, Medicare, and Medicaid) – With respect to this subject, I  
26 authorize my agent to:

27  Execute vouchers in the name of the principal for allowances and  
28 reimbursements payable by the United States or a foreign government or by a state or  
29 subdivision of a state to the principal, including allowances and reimbursements for  
30 transportation of the individuals described in "J. Personal and Family Maintenance"  
31 above, and for shipment of the household effects of those individuals

32  Take possession and order the removal and shipment of property of  
33 the principal from a post, warehouse, depot, dock, or other place of storage or  
34 safekeeping, either governmental or private, and execute and deliver a release,  
35 voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that  
36 purpose

1            Enroll in, apply for, select, reject, change, amend, or discontinue,  
2 on the principal's behalf, a benefit or program

3            Prepare, file, and maintain a claim of the principal for a benefit or  
4 assistance, financial or otherwise, to which the principal may be entitled under a  
5 statute or regulation

6            Initiate, participate in, submit to alternative dispute resolution,  
7 settle, oppose, or propose or accept a compromise with respect to litigation concerning  
8 a benefit or assistance the principal may be entitled to receive under a statute or  
9 regulation

10            Receive the financial proceeds of a claim described above and  
11 conserve, invest, disburse, or use for a lawful purpose anything so received

12            All of the above

13           L. Retirement Plans (including a plan or account created by an employer,  
14 the principal, or another individual to provide retirement benefits or deferred  
15 compensation of which the principal is a participant, beneficiary, or owner, including a  
16 plan or account under the following sections of the Internal Revenue Code:

17           (1) An individual retirement account under Internal Revenue Code  
18 Section 408, 26 U.S.C. § 408;

19           (2) A Roth individual retirement account under Internal Revenue  
20 Code Section 408A, 26 U.S.C. § 408A;

21           (3) A deemed individual retirement account under Internal Revenue  
22 Code Section 408(q), 26 U.S.C. § 408(q);

23           (4) An annuity or mutual fund custodial account under Internal  
24 Revenue Code Section 403(b), 26 U.S.C. § 403(b);

25           (5) A pension, profit-sharing, stock bonus, or other retirement plan  
26 qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

27           (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. §  
28 457(b); and

29           (7) A nonqualified deferred compensation plan under Internal  
30 Revenue Code Section 409A, 26 U.S.C. § 409A) – With respect to this subject, I  
31 authorize my agent to:

32            Select the form and timing of payments under a retirement plan  
33 and withdraw benefits from a plan

1             Make a rollover, including a direct trustee-to-trustee rollover, of  
2 benefits from one retirement plan to another

3             Establish a retirement plan in the principal's name

4             Make contributions to a retirement plan

5             Exercise investment powers available under a retirement plan

6             Borrow from, sell assets to, or purchase assets from a retirement  
7 plan

8             All of the above

9            M.    Taxes – With respect to this subject, I authorize my agent to:

10             Prepare, sign, and file federal, state, local, and foreign income, gift,  
11 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims  
12 for refunds, requests for extension of time, petitions regarding tax matters, and other  
13 tax-related documents, including receipts, offers, waivers, consents, including  
14 consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. §  
15 2032A, closing agreements, and other powers of attorney required by the Internal  
16 Revenue Service or other taxing authority with respect to a tax year on which the  
17 statute of limitations has not run and the following 25 tax years

18             Pay taxes due, collect refunds, post bonds, receive confidential  
19 information, and contest deficiencies determined by the Internal Revenue Service or  
20 other taxing authority

21             Exercise elections available to the principal under federal, state,  
22 local, or foreign tax law

23             Act for the principal in all tax matters for all periods before the  
24 Internal Revenue Service, or other taxing authority

25             All of the above

26            N.    Gifts (including gifts to a trust, an account under the Uniform Transfers  
27 to Minors Act, and a tuition savings account or prepaid tuition plan as defined under  
28 Internal Revenue Code Section 529, 26 U.S.C. § 529) – With respect to this subject, I  
29 authorize my agent to:

30             Make outright to, or for the benefit of, a person, a gift of part or all  
31 of the principal's property, including by the exercise of a presently exercisable general  
32 power of appointment held by the principal, in an amount for each donee not to exceed  
33 the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code  
34 Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the federal gift tax

1 exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift  
2 pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount for  
3 each donee not to exceed twice the annual federal gift tax exclusion limit

4  Consent, pursuant to Internal Revenue Code Section 2513, 26  
5 U.S.C. § 2513, to the splitting of a gift made by the principal's spouse in an amount for  
6 each donee not to exceed the aggregate annual gift tax exclusions for both spouses

7 (NOTE: An agent may only make a gift of the principal's property as the agent  
8 determines is consistent with the principal's objectives if actually known by the agent  
9 and, if unknown, as the agent determines is consistent with the principal's best  
10 interest based on all relevant factors, including:

11 (1) The value and nature of the principal's property;

12 (2) The principal's foreseeable obligations and need for maintenance;

13 (3) Minimization of taxes, including income, estate, inheritance,  
14 generation-skipping transfer, and gift taxes;

15 (4) Eligibility for a benefit, a program, or assistance under a statute or  
16 regulation; and

17 (5) The principal's personal history of making or joining in making  
18 gifts.)

19  All of the above

#### 20 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

21 My agent MAY NOT do any of the following specific acts for me UNLESS I have  
22 INITIALED the specific authority listed below:

23 (CAUTION: Granting any of the following will give your agent the authority to take  
24 actions that could significantly reduce your property or change how your property is  
25 distributed at your death. INITIAL ONLY the specific authority you WANT to give  
26 your agent.)

27  Create an inter vivos trust, or amend, revoke, or terminate an existing  
28 inter vivos trust if the trust expressly authorizes that action by the agent

29  Make a gift, subject to any special instructions in this power of attorney

30  Create or change rights of survivorship

31  Create or change a beneficiary designation

1 ( ) Authorize another person to exercise the authority granted under this  
2 power of attorney

3 ( ) Waive the principal’s right to be a beneficiary of a joint and survivor  
4 annuity, including a survivor benefit under a retirement plan

5 ( ) Exercise fiduciary powers that the principal has authority to delegate

6 ( ) Disclaim or refuse an interest in property, including a power of  
7 appointment

8 LIMITATION ON AGENT’S AUTHORITY

9 An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to  
10 benefit the agent or a person to whom the agent owes an obligation of support unless I  
11 have included that authority in the Special Instructions.

12 SPECIAL INSTRUCTIONS (OPTIONAL)

13 You may give special instructions on the following lines:

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_

21 EFFECTIVE DATE

22 This power of attorney is effective immediately unless I have stated otherwise in the  
23 Special Instructions.

24 TERMINATION DATE (OPTIONAL)

25 This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_.  
26 (Use a specific calendar date)

27 NOMINATION OF GUARDIAN (OPTIONAL)

28 If it becomes necessary for a court to appoint a guardian of my property or guardian of  
29 my person, I nominate the following person(s) for appointment:

30 Name of Nominee for guardian of my property:

31 \_\_\_\_\_

32 Nominee’s Address: \_\_\_\_\_

1 Nominee's Telephone Number: \_\_\_\_\_

2 Name of Nominee for guardian of my person:

3 \_\_\_\_\_

4 Nominee's Address: \_\_\_\_\_

5 Nominee's Telephone Number: \_\_\_\_\_

6 SIGNATURE AND ACKNOWLEDGMENT

7 \_\_\_\_\_

8 Your Signature

Date

9 \_\_\_\_\_

10 Your Name Printed

11 \_\_\_\_\_

12 \_\_\_\_\_

13 Your Address

14 \_\_\_\_\_

15 Your Telephone Number

16 STATE OF MARYLAND

17 (COUNTY) OF \_\_\_\_\_

18 This document was acknowledged before me on

19 \_\_\_\_\_,

20 (Date)

21 by \_\_\_\_\_.

22 (Name of Principal)

23 \_\_\_\_\_ (Seal, if any)

24 Signature of Notary

25 My commission expires: \_\_\_\_\_

26 WITNESS ATTESTATION

27 The foregoing power of attorney was, on the date written above, published and  
28 declared by \_\_\_\_\_

29 (Name of Principal)

30 in our presence to be his/her power of attorney. We, in his/her presence and at his/her  
31 request, and in the presence of each other, have attested to the same and have signed  
32 our names as attesting witnesses.

33 \_\_\_\_\_

34 Witness #1 Signature

35 \_\_\_\_\_

1 Witness #1 Name Printed

2 \_\_\_\_\_

3 \_\_\_\_\_

4 Witness #1 Address

5 \_\_\_\_\_

6 Witness #1 Telephone Number

7 \_\_\_\_\_

8 Witness #2 Signature

9 \_\_\_\_\_

10 Witness #2 Name Printed

11 \_\_\_\_\_

12 \_\_\_\_\_

13 Witness #2 Address

14 \_\_\_\_\_

15 Witness #2 Telephone Number

16 This document prepared by:

17 \_\_\_\_\_

18 \_\_\_\_\_

19 **IMPORTANT INFORMATION FOR AGENT**

20 **Agent’s Duties**

21 When you accept the authority granted under this power of attorney, a special legal  
22 relationship is created between you and the principal. This relationship imposes on  
23 you legal duties that continue until you resign or the power of attorney is terminated  
24 or revoked. You must:

25 (1) Do what you know the principal reasonably expects you to do with the  
26 principal’s property or, if you do not know the principal’s expectations, act in the  
27 principal’s best interest;

28 (2) Act with care, competence, and diligence for the best interest of the  
29 principal;

30 (3) Do nothing beyond the authority granted in this power of attorney; and

31 (4) Disclose your identity as an agent whenever you act for the principal by  
32 writing or printing the name of the principal and signing your own name as “agent” in  
33 the following manner:

1 \_\_\_\_\_  
2 (Principal's Name) by (Your Signature) as Agent

3 Unless the Special Instructions in this power of attorney state otherwise, you must  
4 also:

5 (1) Act loyally for the principal's benefit;

6 (2) Avoid conflicts that would impair your ability to act in the principal's best  
7 interest;

8 (3) Keep a record of all receipts, disbursements, and transactions made on  
9 behalf of the principal;

10 (4) Cooperate with any person that has authority to make health care  
11 decisions for the principal to do what you know the principal reasonably expects or, if  
12 you do not know the principal's expectations, to act in the principal's best interest; and

13 (5) Attempt to preserve the principal's estate plan if you know the plan and  
14 preserving the plan is consistent with the principal's best interest.

#### 15 Termination of Agent's Authority

16 You must stop acting on behalf of the principal if you learn of any event that  
17 terminates this power of attorney or your authority under this power of attorney.  
18 Events that terminate a power of attorney or your authority to act under a power of  
19 attorney include:

20 (1) Death of the principal;

21 (2) The principal's revocation of the power of attorney or your authority;

22 (3) The occurrence of a termination event stated in the power of attorney;

23 (4) The purpose of the power of attorney is fully accomplished; or

24 (5) If you are married to the principal, a legal action is filed with a court to  
25 end your marriage, or for your legal separation, unless the Special Instructions in this  
26 power of attorney state that such an action will not terminate your authority.

#### 27 Liability of Agent

28 The meaning of the authority granted to you is defined in the Maryland Power of  
29 Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland  
30 Power of Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the  
31 authority granted, you may be liable for any damages caused by your violation.

1 If there is anything about this document or your duties that you do not understand,  
2 you should seek legal advice.”

3 ~~SECTION 2. AND BE IT FURTHER ENACTED, That the changes made to §~~  
4 ~~17-105 of the Estates and Trusts Article by Section 1 of this Act shall be construed to~~  
5 ~~apply retroactively and shall be applied to and interpreted to affect any power of~~  
6 ~~attorney executed on or after October 1, 2010.~~

7 ~~SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect~~  
8 ~~October 1, 2011.~~

9 SECTION 2. AND BE IT FURTHER ENACTED, That the changes made to §  
10 17-101 of the Estates and Trusts Article by Section 1 of this Act shall be construed to  
11 apply retroactively and shall be applied to and interpreted to affect any power of  
12 attorney executed on or after May 20, 2010.

13 SECTION 3. AND BE IT FURTHER ENACTED, That the changes made to §§  
14 17-105 and 17-109 of the Estates and Trusts Article by Section 1 of this Act shall  
15 apply to any power of attorney existing on or after October 1, 2010, regardless of the  
16 effective date of the governing instrument in which the power of attorney was created.

17 SECTION 4. AND BE IT FURTHER ENACTED, That, for each power of  
18 attorney that is substantially in the form set forth under § 17-202 of the Estates and  
19 Trusts Article and executed by a principal on or after May 20, 2010, and before June 1,  
20 2011, subject to any special instructions added to the power of attorney by the  
21 principal, the agent designated by the principal is deemed to have the authority to:

22 (1) transact all business in connection with an account or other  
23 banking arrangement made by or on behalf of the principal;

24 (2) transact all business in connection with an account or other  
25 banking arrangement with a bank, trust company, savings and loan association, credit  
26 union, thrift company, brokerage firm, or other financial institution selected by the  
27 agent; and

28 (3) deposit by check, money order, electronic funds transfer, or  
29 otherwise with, or leave in the custody of, a financial institution money or property of  
30 the principal.

31 SECTION 5. AND BE IT FURTHER ENACTED, That, for each power of  
32 attorney that is substantially in the form set forth under § 17-203 of the Estates and  
33 Trusts Article and executed by a principal on or after May 20, 2010, and before June 1,  
34 2011, subject to any special instructions added to the power of attorney by the  
35 principal:

36 (1) if a principal granted to the agent the authority set forth under the  
37 first item of subheading E. “Banks and Other Financial Institutions” of § 17-203 of the

1 Estates and Trusts Article, the agent is deemed to have the authority to transact all  
2 business in connection with an account or other banking arrangement made by or on  
3 behalf of the principal;

4 (2) if a principal granted to the agent the authority set forth under the  
5 second item of subheading E. "Banks and Other Financial Institutions" of § 17–203 of  
6 the Estates and Trusts Article, the agent is deemed to have the authority to transact  
7 all business in connection with an account or other banking arrangement with a bank,  
8 trust company, savings and loan association, credit union, thrift company, brokerage  
9 firm, or other financial institution selected by the agent; and

10 (3) if a principal granted to the agent the authority set forth under the  
11 first, second, or fourth item of subheading E. "Banks and Other Financial Institutions"  
12 of § 17–203 of the Estates and Trusts Article, the agent is deemed to have the  
13 authority to deposit by check, money order, electronic funds transfer, or otherwise  
14 with, or leave in the custody of, a financial institution money or property of the  
15 principal.

16 SECTION 6. AND BE IT FURTHER ENACTED, That Sections 4 and 5 of this  
17 Act shall apply retroactively to any act of an agent on or after May 20, 2010.

18 SECTION 7. AND BE IT FURTHER ENACTED, That this Act shall take effect  
19 June 1, 2011.

Approved:

\_\_\_\_\_  
Governor.

\_\_\_\_\_  
President of the Senate.

\_\_\_\_\_  
Speaker of the House of Delegates.